

**INTERLOCAL AGREEMENT FOR MUTUAL FUNDING
BETWEEN
BRAZOS COUNTY, CITY OF COLLEGE STATION, AND CITY OF BRYAN**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between **BRAZOS COUNTY**, a political subdivision of the State of Texas (Brazos County), the **CITY OF COLLEGE STATION** (College Station), a Texas home-rule municipal corporation, and the **CITY OF BRYAN** (Bryan), a Texas home rule municipal corporation. Each shall be referred to herein, individually as a “Party”, and collectively as the “Parties”.

WHEREAS, Chapter 791 of the Texas Government Code, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contract parties have a mutual interest; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, then President Donald Trump, Governor Greg Abbott, and County Judge Duane Peters have issued Declarations of Disaster for the United States, the State of Texas; and for Brazos County respectively; and

WHEREAS, COVID-19 Vaccines have been given FDA Emergency Approval for use in the United States and are vital to reducing the spread of COVID-19 within our State and County; and

WHEREAS, Brazos County, College Station, and Bryan have partnered with other entities, both private and governmental, to open a “Vaccination HUB” in Bryan, TX, which will provide vaccinations to Brazos County citizens and citizens in the surrounding area; and

WHEREAS, Brazos County, College Station, and Bryan wish to agree to share the supply costs equally for the operation of the Vaccination HUB; and

WHEREAS, all funds expended by the parties for the vaccination HUB will be from funds legally available to the parties; and

WHEREAS, the governing bodies of each party find that the operation of the Vaccination HUB and the associated expenditure of funds to cover the cost of supplies is in their common interest and serves a public purpose.

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants made herein the Parties agree as follows:

I. DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

- A. "HUB" means Brazos County Vaccination HUB
- B. "Parties" means Brazos County, City of College Station, and City of Bryan, Texas.
- C. "Costs" means any monetary expenditure for Office supplies, Medical Supplies, Cleaning Supplies, Food, Contract Labor, Temporary Labor, and any other material substance, item, consumable, or non-consumable needed to operate the HUB.
- D. "Agreement" means this Interlocal Agreement for Mutual Funding between the Parties for covering the cost for the Brazos County Vaccination HUB.

II. PURPOSE

The Purpose of this Agreement is to express the commitment of the Parties to support the operation of the HUB and memorialize their commitment to equally sharing in the Costs.

III. TERMS, RIGHTS, OBJECTIVES AND DUTIES OF THE PARTIES

- A. This Agreement shall commence on February 1, 2021, and shall continue in full force and effect for one (1) year, until January 31, 2022.
- B. Brazos County agrees to:
 - 1. An initial commitment of \$50,000 (fifty thousand dollars) to cover Costs of the HUB.
 - 2. Brazos County shall invoice each Party to this Agreement (other than itself) for one third (1/3) of the actual Costs for the HUB, on a quarterly basis, starting on May 1, 2021, and continuing every three (3) months thereafter. Included with each invoice will be a spreadsheet or similar documentation detailing the actual costs included in the invoice. Additional accounting records including, but not limited to, copies of invoices for actual costs will be made available by Brazos County. Payment shall be due and payable to Brazos County within thirty days (30) days of receipt of the invoice. All payments received by Brazos County shall be forwarded to the HUB to be used for Costs.
 - 3. Exercise its purchasing power in a reasonable and prudent manner.
 - 4. No later than the end of the term of this Agreement or within sixty (60) days of the closing of the HUB (whichever is later), Brazos County agrees to submit for reimbursement, if a Federal or State reimbursement program is available, the total amount of Costs paid by the Parties. Any reimbursement received by Brazos County shall be refunded to each Party (including Brazos County) at the rate of one third (1/3)

each. Any excess supplies remaining at the closing of the HUB shall be returned to the Parties at a split of one third (1/3) each.

C. The City of College Station and the City of Bryan agree to:

1. Reimburse Brazos County for one third (1/3) each of the Costs paid by Brazos County in accordance with section III.B.2.
2. That any expenditures for Costs shall be at the County's Discretion.

D. The Parties agree:

1. This Agreement binds each Party to a maximum expenditure of one hundred thousand dollars (\$100,000) for its share of the Costs, unless otherwise amended.
2. The Parties agree that each party is responsible for submitting for their own reimbursement from qualified programs in the event that there are additional costs that each Party incurs separately.
3. That the funds used by each to cover Costs and for reimbursement are otherwise legally available to the Party, and are not otherwise budgeted for this purpose, and are not grant funds, with the exception being funds received from a reimbursement grant, may be used. The Parties understand that in the event that the funds used are otherwise budgeted or otherwise consist of any Federal or State Grant Program that none of the Parties to this Agreement will be able to seek additional reimbursement, and each Party waives their right to collect and/or receive a refund from Brazos County and the Parties further release Brazos County from the requirement of seeking reimbursement of any kind.

E. The Parties further agree to negotiate in good faith cost sharing for items that are not contemplated in this Agreement but could arise out of the operation of the HUB and may be later added to this Agreement by Amendment.

IV. AGREEMENT INTERPRETATION AND VENUE

The Parties covenant and agree that any litigation relating to this Agreement and the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas and venue shall be proper and exclusively in Brazos County, Texas.

V. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VI. HOLD HARMLESS

To the extent permitted by the Constitution and the laws of the State of Texas, and subject to the limitations as to liability and damages in the Texas Tort Claims Act, and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officials, officers, agents, employees and volunteers for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officials, officers, agents, employees or volunteers, or as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omission of their employees. Notwithstanding any other terms in this Agreement, nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party.

VII. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of the Agreement are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

VIII. ASSIGNMENT

No Party may assign the obligations of this Agreement to any other entity.

IX. JOINT VENTURE AND AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

X. TERMINATION OF AGREEMENT

This Agreement will automatically terminate upon completion of the purpose of this Agreement. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing. Either Party may terminate this Agreement prior to notice to proceed date by providing the other Party with thirty (30) days prior written notice of termination.

XI. AMENDMENT

The terms and conditions of this Agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each Party. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing, duly approved, and signed by the authorized representatives of all Parties.

XII. SURVIVAL

Upon termination or expiration of this agreement the following provisions for reimbursement, costs and waiver shall survive: Sections III B. 2, III B. 4, III C. 1, III D. 2, 3, and 4.

XIII. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any official, officer, agent, employee or volunteer of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

XIV. AUTHORITY TO CONTRACT

Each Party has the full power and authority to enter into and perform this Agreement and the person signing this agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this agreement hereby represent they have authorization to sign on behalf of their respective governmental bodies.

XV. WAIVER

Failure of any Party, at any time, to enforce the provisions of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused, unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

XVI. MULTIPLE ORIGINALS

It is understood and agreed that this Agreement may be executed in several identical counterparts, each of which shall be deemed an original for all purposes.

XVII. EFFECTIVE DATE

This Agreement is effective when signed by the last party signing, thereby making the Agreement fully executed.

XVIII. NOTICE

Any official notices by one Party to another must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as stated below.

Brazos County Judge
300 East 29th Street, Suite 114
Bryan, Texas 77803
Tel: (979) 361-4102
Fax: (979) 823-6593

City of College Station
PO Box 9960
1101 Texas Avenue South
College Station, Texas 77842
Tel: (979) 764-3510
Fax: (979) 764-6377

City of Bryan
PO Box 1000
Bryan, Texas 77805
Tel: (979) 209-5100
Fax: (979) 209-5106

[three signature pages follow]

EXECUTED this the _____ day of _____, 2021 by
Brazos County.

COUNTY OF BRAZOS

By:

Duane Peters, Brazos County Judge

ATTEST:

APPROVED AS TO FORM:

Steve Aldrich
Commissioner, Precinct One

Russ Ford
Commissioner, Precinct Two

Nancy Berry
Commissioner, Precinct Three

Irma Cauley
Commissioner, Precinct Four

EXECUTED this the _____ day of _____, 2021 by
City of College Station.

CITY OF COLLEGE STATION

By:

Karl Mooney, Mayor, City of College Station

ATTEST:

Tanya Smith, City Secretary

APPROVED AS TO FORM:

Carla A. Robinson, City Attorney

EXECUTED this the _____ day of _____, 2021 by
City of Bryan.

CITY OF BRYAN

By:

Andrew Nelson, Mayor, City of Bryan

ATTEST:

APPROVED AS TO FORM:

Mary Lynne Stratta, City Secretary

Janis K. Hampton, City Attorney